

VERSION April 1, 2022

## **SAN FRANCISCO DRAGON HEALERS LIABILITY RELEASE AND WAIVER AGREEMENT**

In consideration for permission to participate in dragon boat practice and competition, each person signing below or on the reverse hereby stipulates and agrees:

### **1. ASSUMPTION OF RISK**

I represent that I am physically sound and have medical approval to participate in San Francisco Dragon Healers dragon boat related events, tournaments, and practices, and related association events (the "Activities"). I have recently sought and received a medical examination that determined that it is safe for me to participate in the extreme physical exertion involved in the Activities. I will obtain such a medical examination each year before participating in the Activities (or after showing any symptoms that might call into question the adequacy of my health to participate in the Activities). If I violate the requirement of THE SAN FRANCISCO DRAGON HEALERS that I have such medical examinations prior to my participation in the Activities each year, I shall assume the risk of my medical condition not being adequate to participate in the Activities. I shall promptly notify THE SAN FRANCISCO DRAGON HEALERS in writing of any changes in my health that might call into question the appropriateness of me continuing to participate in the Activities.

I VOLUNTARILY AND FREELY CHOOSE TO ASSUME ALL RISKS AND DANGERS, including the risk of injury or death that may be associated with, or result from, my participation in the Activities.

If I observe any unusual significant hazard during my presence of participation in the Activities, I will remove myself from participation and bring such hazard to the attention of THE SAN FRANCISCO DRAGON HEALERS immediately.

### **2. RELEASE FROM LIABILITY**

I agree, for myself and my heirs, to fully and forever discharge and release THE SAN FRANCISCO DRAGON HEALERS, Lake Merced, City and County of San Francisco, Bair Island Aquatic Center, City of Redwood City, Vasona Lake County Park, Jack London Aquatic Center, City of Oakland, Suisun City Marina, City of Suisun, Cal Marine Sports, Northern California Outrigger Canoe Association, Wavechaser, their officers, directors, agents and employees (collectively, the "Releasees") from any and all liabilities, claims, demands, actions and causes of action whatsoever whether known or unknown based upon any injuries, costs, loss of services, expenses and any and all damage claims whatsoever, whether caused by their NEGLIGENCE or for any other reason, on the account of, or in any way resulting from, personal injuries, conscious suffering, death or property damage to myself or to any other person or property, in any way connected with my preparation or practice for, or participation in, the Activities. I agree that this Liability Release and Waiver Agreement shall include my participation in any and all sports activities sponsored by the Releasees including, but not limited to, practice sessions, instructional sessions, activities directed by a coach or a team representative and/or promotion activities.

### **3. COVENANT NOT TO SUE**

I agree, for myself and all my heirs, not to sue Releasees, not to initiate to assist the prosecution of any claim for damages or case of action which I or my heirs may have by reason of personal injury or death to participation or destruction to participants property arising from Releasees' activities.

#### **4. INDEMNITY AGREEMENT**

I agree, for myself and my heirs, to indemnify and hold harmless the Releasees from any loss, claims, action, causes of action, or proceedings of any kind which may be initiated by me or by any other person, entity or organization, including demands, judgments, costs, loss of services, expenses, or reimbursement of counsel fees incurred by participant or by the Releasees from activities contemplated by this agreement. I give permission to Releasees to obtain on my behalf any emergency medical treatment. In case of sickness, accident or injury, Releasees have my express permission to secure, at my expense, such medical treatment as is deemed necessary in the sole discretion of Releasees.

#### **5. CONTINUATION OF OBLIGATIONS**

I agree, for myself and my heirs, that the above provisions, including ASSUMPTION OF RISK, RELEASE FROM LIABILITY, COVENANT NOT TO SUE & INDEMNITY AGREEMENT shall continue in full force and effect now and at all future times when participant is involved in the Activities and at all times thereafter. In the event of any dispute or controversy arising with respect to this Release and Liability Agreement, its interpretation, application and/or extinction, said dispute or controversy will be resolved by binding arbitration proceedings conducted by the American Arbitration Association ("AAA") in San Francisco, California, pursuant to the commercial arbitration AAA rules then in effect.

#### **6. THE SAN FRANCISCO DRAGON HEALERS MEDIA RELEASE**

THE SAN FRANCISCO DRAGON HEALERS may from time to time, capture photographs and video of our participants at all related sponsor THE SAN FRANCISCO DRAGON HEALERS activities. By signing this agreement, you agree with the following terms of our media release.

I hereby irrevocably and unconditionally grant THE SAN FRANCISCO DRAGON HEALERS the unrestricted right and permission to copyright and use, re-use, publish, and republish photographic portraits, pictures, videos or audio recordings of me, my likeness, my name and any biographical information I may provide or any materials in which I may be included intact or in part, composite or distorted in character or form, without restriction as to changes or transformations in conjunction with my own or a fictitious name, or reproduction hereof in color or otherwise, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, education or any other purpose whatsoever, as well as any publication thereof. I waive any right of inspection or approval. I understand I will not be compensated for any such use.

I HEREBY RELEASE, DISCHARGE AND AGREE TO SAVE HARMLESS THE SAN FRANCISCO DRAGON HEALERS INCLUDING WITHOUT LIMITATION ANY CLAIMS FOR LIBEL OR INVASION OF PRIVACY.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ EACH OF THE ABOVE PROVISIONS AND FULLY UNDERSTAND AND AGREE WITH EACH PROVISION. I HAVE HAD THE OPPORTUNITY TO HAVE COUNSEL OF MY CHOICE REVIEW IT WITH ME.

I HEREBY EXPRESSLY WAIVE THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES AS FOLLOWS:

**CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

I UNDERSTAND AND AGREE that all rights under Section 1542 of the California Civil Code are expressly waived and that this Release releases all injuries, damages, or losses to the person and property, real or personal, whether known or unknown, foreseeable, unforeseeable, patent or latent, which she/he may have against another party or parties herein released.

I further expressly agree that this Liability Release and Waiver Agreement is intended to be broad and inclusive as is permitted by the laws of the State of California and that, if any portion is held invalid, I agree that the balance shall continue in full legal force and effect.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
PRINTED Name of Participant

\_\_\_\_\_  
Date

Initial (REQUIRED):

Information online at [www.kpdragonhealers.com](http://www.kpdragonhealers.com)

\_\_\_\_\_ I have been informed about and offered material about THE SAN FRANCISCO DRAGON HEALERS Code of Conduct as it relates to my participating role(s).

\_\_\_\_\_ I agree to abide by the Code of Conduct(s) as it relates to the role(s) I perform.

Participant: you must also complete ALL fields below. Please print clearly.

Phone: (\_\_\_\_) \_\_\_\_\_ Email Address: \_\_\_\_\_

Primary Team: SF Dragon Healers

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: CA

Zip: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

Emergency Contact Phone: (\_\_\_\_) \_\_\_\_\_